

# CALIFORNIA COUNTY ASSESSORS' INFORMATION TECHNOLOGY AUTHORITY

## REQUEST FOR PROPOSAL (RFP) #01-24

### PROOF OF VALUE: PROPOSITION 19 & EXEMPTIONS PORTAL

This Request for Proposal (RFP) by the California County Assessors' Information Technology Authority (AUTHORITY): [RFP #01-24: Proof of Value - Proposition 19 & Exemptions Portal](#). Sections 1.3 & 1.5 outlines the total project scope and the services required during this engagement.

Entities submitting a response to the RFP shall comply with the instructions contained herein. AUTHORITY will review all responses to this RFP and make an award based on the criteria identified.

RFP responses are due by [January 26, 2024, by 4:00pm Pacific Time](#). Deliver one (1) soft copy via electronic mail (email) of your response to the AUTHORITY Contact named below. Questions regarding this RFP must be sent via email by the date stated in the Key Action Dates (see Section 2 on the following page). AUTHORITY will release an official response to all interested vendors via a Question & Answer document.

#### Authority Contact:

[Rob Grossglauser, Interim Executive Director](#)  
[California County Assessors' Information Technology Authority](#)  
[Rob.Grossglauser@CCAITJPA.ORG](mailto:Rob.Grossglauser@CCAITJPA.ORG)  
Phone: 916-443-6181

**NOTE:** Hard copies and fax transmittals will NOT be accepted for this RFP. Under no circumstances will late deliveries be accepted.

## **Section 1.1: Introduction**

### **Purpose**

The purpose of this Request For Proposal (hereafter referred to as “solicitation” or “RFP”) is to obtain proposals from qualified Bidders to provide the California County Assessors’ Information Technology Authority (AUTHORITY) with a Proof of Value (PoV) for a Proposition 19 & Exemptions Portal.

### **Background**

In 2022, the California State Legislature passed, and the Governor signed into law, Senate Bill 189, which established, from July 1, 2022, to June 30, 2025, inclusive, the County Assessors’ Grant Program to assist county assessors in performing property assessments with technology investments.

The bill authorizes, for the 2022–23 fiscal year, a county assessor joint powers authority to apply, in the form and manner specified by the Department of Finance (DOF), by October 1, 2022, for program funds. The bill sets forth requirements and standards for the review and approval of an application or memorandum and method of payment of program funds.

The California County Assessors’ Information Technology Authority (Authority) was created in November of 2022 as Joint Powers Authority (JPA) organized under Government Code section 6500 for the purpose of implementing the 2022 Budget Act appropriation under RTC 95.60 - County Assessors Grant Program: assistance to county Assessors with technology investments. Property owners, as well as the Authority and local government benefit when county Assessors can fairly, accurately and expeditiously assess property for property tax purposes. The legislature has determined that providing county Assessors with the resources to acquire technology allows for a streamlined process in performing property assessment benefiting constituents statewide.

The 2022-2023 budget of the Authority of California included preliminary funding to be disbursed to, managed, and expended by a joint power's agreement comprised of California counties represented by their respective assessor. The funds are for the creation of technology system creation and improvements of statewide applications for California assessor offices. The Authority is managed by a board of directors consisting of the California Assessor Association (CAA) President, the CAA Treasurer, a coordinating assessor, and an additional 6 assessors chosen by the member assessors of the Joint Powers Authority.

DOF requires that the new program benefit all 58 counties and taxpayers, and participants formed a JPA so State funds can be deposited with a legal entity.

### **Description of Work**

**The PoV is for a single project that is comprised of two closely related but distinct components. There is an Authority working group dedicated to each of the components making up the overall project: a Prop 19 & Exemptions portal.**

In November of 2020, California voters passed Proposition 19, which dramatically changed property tax laws and placed new administrative and valuation requirements on all Assessor Offices throughout the State. These requirements mandate the cooperation of county assessors throughout the State to certify and share property value information statewide.

- The first project of the Authority is aimed at creating a portal to file required forms by taxpayers and a way for counties to collaborate on data collection and communication pursuant to Proposition 19.
- The second project approved by the Authority will create a public portal for schools, churches,

affordable housing providers, non-profits, museums, etc., to file their property tax exemption claim forms electronically with all participating Assessor Offices. This will allow a more efficient means of communicating and working with property owners, organizations, and other California Assessors' Offices.

**Section 1.2: PROP 19 - Project Goals and Objectives: High Level Project Requirements**

Project Objective	Projected Benefit
Automate and streamline the Prop 19 certification process between California Counties by providing a centralized Prop 19 Portal Case Management solution that allows	Expedite Prop 19 processing by improving county to county communication and data exchange.
Assessor staff to request and send information between Counties for Prop 19 applications filed by property owners.	
Maintain and publish an Audit Trail of data exchanges, results, and processing time between counties. Generate analytical dashboard and reports including compliance with the CDTFA Proposition Filing requirements.	Quantify cross-county Prop 19 claims, report on positive or negative gain for the county, and audit county response times.
Ensure the Portal Case Management workflows can be scaled out to include increased functionality such as automated data exchange, online forms, and API exposure to existing Counties' property tax systems.	Can utilize future funding for Prop 19 Portal enhancements and functionalities.

**Section 1.3: PROP 19 - Project Scope**

**1.3.1 Project Overview:** We are inviting qualified vendors to submit proposals for a CCAITA Proof of Value (PoV) project aimed at showcasing and demonstrating the implementation of an innovative and scalable Cloud-Based Software as a Service (SaaS) solution that supports cross-county data sharing, automated alerts, and reporting functionalities. The project aligns with the requirements outlined in California's Proposition 19 regulations, focusing on property tax assessment transfers and efficient inheritance rule management.

**1.3.2 Project Objectives:** The primary objectives of the CCAITA PoV Project include (not limited to):

- Establishing a user-friendly and functional cross-county data sharing platform.
- Demonstrating automated alerts for eligible homeowners, County Assessors, and State Representatives.
- Demonstrating automated alerts for each node and individual (with actionable tasks) in the PROP-19 regulatory process based upon pre-determined Service Length Agreements (SLA's) and time-bound steps, including escalation alerts when deadlines are missed.
- Demonstrating data analytics for process performance metrics, net/gain and net/loss, and leading/lagging indicators.
- Showcasing automated reporting features for property tax assessments and transfers (net gain/loss).
- Implementing and demonstrating the system's compliance with Proposition 19 inheritance

rules.

### **1.3.3 Scope of Work:** Proof of Value: CCAITA Project for Cross-County Data Sharing and Automated Reporting

#### **1.3.4 Demonstratable(s):**

##### **Cross-County Data Sharing:**

1. Develop a centralized database and data architecture to securely store and manage property-related information from multiple counties in California.
2. Implement standardized data formats and protocols for seamless data sharing between counties to ensure consistency and accuracy.

##### **Automated Alerts:**

1. Design and implement an alert system that automatically notifies eligible homeowners (aged 55 and above, disabled, or victims of natural disasters) about their entitlement to transfer property tax bases when moving within the state.
2. Create customizable alert preferences for users to receive notifications through various channels such as email or mobile notifications.

##### **Automated Reporting:**

1. Develop automated reporting features to generate comprehensive reports on property tax assessments, transfers, and related regulatory data.
2. Implement scheduled reporting functionalities to provide users with regular updates and insights into the status of property tax assessments and transfers.

##### **Inheritance Rule Management:**

1. Modify the system to comply with Proposition 19 regulations related to the inheritance of properties.
2. Implement automated processes to assess and determine eligibility for property tax base transfers for inherited properties used as the primary residence of the heir.

##### **User Authentication and Security:**

1. Implement robust user authentication mechanisms to ensure secure access to the SaaS platform, for internal resources and external users (property owners)
2. Incorporate encryption and other security measures to protect sensitive property-related data and user information.

##### **Scalability and Flexibility:**

1. Design the system with scalability in mind to accommodate future increases in data volume and user base.
2. Ensure flexibility to adapt to potential changes in regulations or additional features required in the future.

#### **1.3.5 Deliverables:**

- Centralized database for cross-county data sharing.
- Automated alerts system with customizable preferences.
- Automated reporting features providing insights into property tax assessments and transfers.
- The system complies with Proposition 19 inheritance rules.
- User authentication and security measures implemented.
- Scalable and flexible SaaS platform.

**1.3.6 Timeline:** The project is expected to be completed within three (3) months from the project kickoff date. The timeline will be divided into distinct phases, including planning, development, testing, deployment, and post-deployment support.

**1.3.7 Quality Assurance:** The project will adhere to industry best practices and undergo thorough testing to ensure the reliability, accuracy, and security of the implemented Cloud-Based SaaS solution.

**1.3.8 Project Team:** A dedicated project team will be assembled, including developers, database administrators, security experts, and project managers, to ensure the successful completion of the project.

**1.3.9 Training:** A detailed approach toward the training of End-Users for all Counties.

**1.3.10 Approvals:** This Scope of Work requires approval from The Authority before the project commences.

**1.3.11 Minimum Proposal Submission Requirements:** Interested vendors should submit the following documents:

**1. Technical Proposal:**

- Detailed approach and methodology for the CCAITA JPA PoV project.
- Overview of the proposed Cloud-based SaaS architecture.
- Description of the technologies and tools to be used.
- Overview of the User Authentication and Security.
- Timeline and milestones for project completion.
- Team structure and expertise.

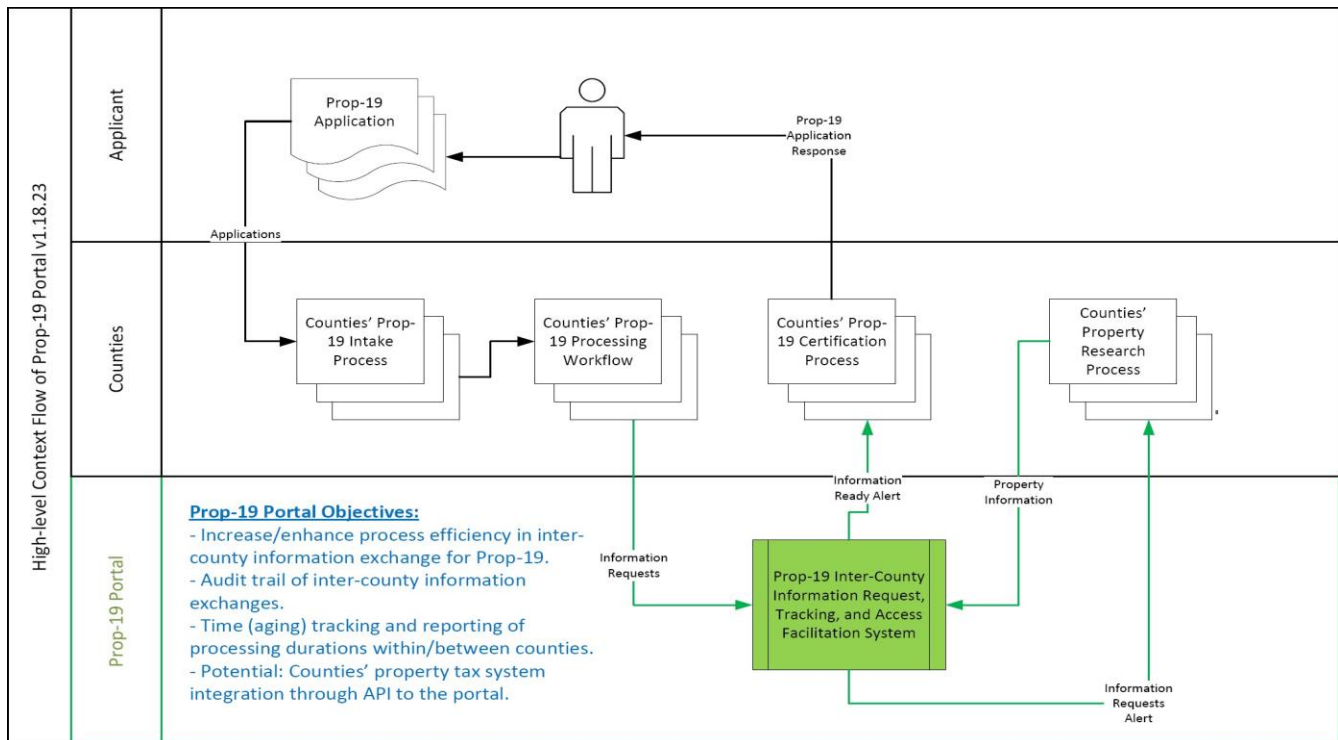
**2. Financial Proposal:**

- Detailed cost breakdown, including development, testing, training, and deployment phases.
- Any associated licensing or subscription costs.
- Estimated ongoing support and maintenance costs.
- Estimated ongoing data retention/management costs.

**3. References:**

- Details of previous relevant projects, including client references.

Exhibit 1: The Prop 19 Application Context Flow



## **Section 1.4: EXEMPTIONS - Project Goals and Objectives: High Level Project Requirements**

Project Objective	Projected Benefit
Automate and streamline the Exemptions management process by providing a solution that allows Assessor staff to request and send information related to claims filed by local entities.	Expedite Exemptions processing by improving communications between the Assessor's office and claimants.
Maintain and publish an Audit Trail of data exchanges, results and processing times. Generate analytical dashboard and reports.	Quantify Exemptions claims, report on positive or negative gain for the county, and audit county response times.
Ensure the solution workflows can be extensible to allow for changes in the law and increased functionality such as automated data exchange, online forms, and API exposure to existing Counties' property tax systems.	Could utilize future funding for Exemptions system enhancements and added functionalities.

## **Section 1.5: EXEMPTIONS - Project Scope**

The California County Assessors' Information Technology Authority Board, with recommendation from the Exemptions Advisory Committee, will approve a Statement of Work and vendor contract to provide an Exemptions system accessible by all participating California Assessor Counties. The intent is to streamline the process of managing property tax exemptions for claimants, reducing the amount of time and resources required to manage these exemptions manually.

### **1.5.1 PoV Scope**

#### **1.5.1.1 Application Delivery Method:**

- The Exemptions system will be a cloud-based enterprise solution.

#### **1.5.1.2 County User Experience:**

- User Interface templates for exchanging information with claimants' validations on the user interfaces to ensure complete and accurate requests.

#### **1.5.1.3 Workflow:**

- Generic Workflow Queue that will alert the County (designated pool of individuals) of the request in real-time.
- Work queues to facilitate the workflow and processes that are actionable by County staff.
- Ability to upload supporting documentation associated with the claims or certifications of the Exemptions determination.

#### **1.5.1.4 User Management:**

- Designated operational users represent assigned individual Exemptions processors, configured, and maintained by each participating County.
- User administration capabilities will allow each County to manage the authentication and authorization of their operational users.
- Users will be assigned specific roles in the system based on their responsibilities in the Exemptions process and workflow.
- The solution will include an Identity and Access Management solution that allows for two-factor authentication.
- The Identity and Access Management solution needs to integrate with each individual County's

existing directory services (e.g., Active Directory). (Note: County users will be managed by each individual County).

#### **1.5.1.5 Monitoring and Control:**

- Work queue alerts, such as email notifications and job queue notifications, will indicate the availability of actionable work or completed work received.

#### **1.5.1.6 Reporting:**

- A workflow dashboard and analytical reports will be available to all Counties, displaying workflow data specific to each County. Metrics may include, but are not limited to, the number of Exemption applications started, pending in each queue, and completed by date.
- A centralized dashboard will track Exemption processing durations from start to completion, as well as the ageing metrics of activities (queues).
- Metrics related to cost drivers, such as compute, data transfer, and users, may be included.
- State required reports to include, but not limited to; R&T Section 214.18 (State Annual Report), R&T Section 214(g)(1)(C), 801 and 802.

*Below is a sample listing of questions that will be asked of the system:*

- What Exemptions are in each state of work (Intake, Unassigned, Review, Processing, Approved, Denied, Waiting on Claimant...)? (Internal)
- What is the average time to process an Exemption? (Internal)
- What is total property value loss/gain for the County? (Internal and External)
- Which Claimants are 10 days from missing filing deadline? (Internal)
- Which counties are late, and by how many days, to commitment? (Internal)
- What are the oldest Exemption Cases in the queue? (Internal)
- As a Claimant, where is my Exemption in the process? (External)
- What is the total number of exempt low income housing units? (Internal)
- What is the overall approval rate for property tax exemption claims? (Internal)
- How many claims require a field inspection? (Internal)
- What is the outcome of field inspections (Approved, denied, or additional information requested)? (Internal and External)
- How many claims approved or denied in a given timeframe? (Internal)

#### **1.5.1.7 Administrative and Configuration Functionality**

- Vendor will administer and configure the system workflow and onboard each participating County.
- Each County will be able to configure their own users for the Exemptions System. Modifications to the workflow configuration will require vendor interaction.

#### **1.5.1.8 Support & Maintenance**

- Vendor will provide ongoing maintenance and support for the solution. Details will be negotiated in the contract.

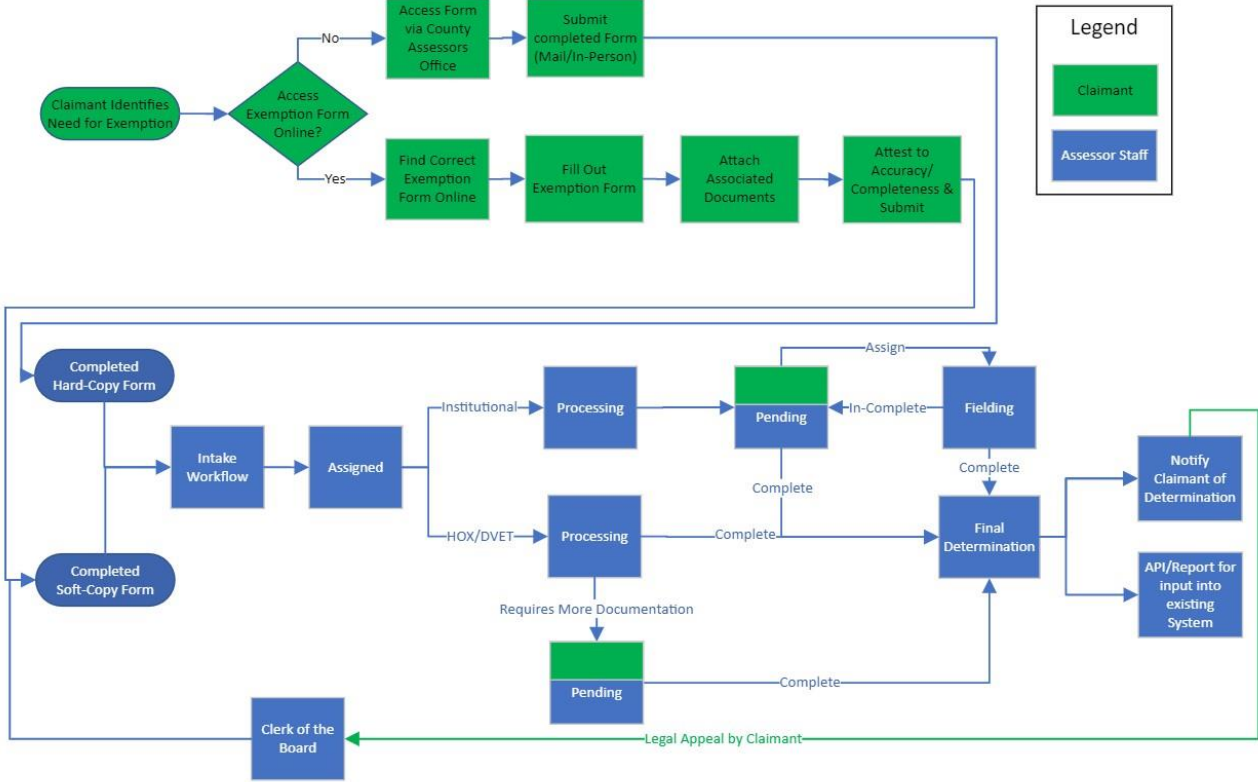
#### **1.5.1.9 Data Security and Business Continuity**

- Vendor will provide security, disaster recovery and business continuity as negotiated in the contract.

#### **1.5.1.10 Adherence to California R&T Code and BOE guidance**

- The system will adhere to relevant R&T Code and BOE guidance as it relates to Exemptions and system requirements.

# Exhibit 1: High-Level Exemptions Process Flow





## **Section 2: RFP Submission Details**

### **2.1 KEY ACTION DATES**

The AUTHORITY has an intentionally aggressive timeline due to the need to deliver a fully functioning system in mid-2024. Adherence to the following schedule of dates and times is required. If AUTHORITY finds it necessary to change any of these dates, it will be accomplished by issuing an addendum.

<b>KEY ACTION DATES</b>	<b>DATE</b>
Release of RFP	January 22, 2024
Last Day to Submit Questions (4:00PM PT)	January 24, 2024
RFP Response Submission Due Date (4:00pm PT) *	January 26, 2024
Interviews**	January 30-31, 2024
Proposed Award Date	February 5, 2024

\* All dates after the RFP Response Submission Due Date are approximate and may be adjusted as conditions indicate without an addendum to this RFP.

\*\* Interviews are not required and will be conducted at the sole discretion of the AUTHORITY. AUTHORITY will provide one (1) day advance notice if/when it conducts interviews.

### **2.2 INTERVIEWS (OPTIONAL)**

Offers will be reviewed and compared to one another and will be assigned a ranking based on its adequacy, thoroughness, and the degree to which the offered solution and approach best meets the Program's needs and represents the best value to AUTHORITY. If AUTHORITY determines interviews are required, up to the three (3) highest ranking Respondents will be interviewed, depending on the total number of responses received. AUTHORITY may, at its discretion, choose not to conduct interviews. The purpose of the interview, if held, is to confirm or assess all or some of the following:

- A. The Respondent's understanding of AUTHORITY needs and the project importance.
- B. The Respondent's commitment to provide timely and effective services.
- C. The capabilities and strengths of the Respondent's proposed resources.
- D. The soundness and strengths of the Respondent's approach to accomplish the objectives and manage the project to ensure successful completion of all requirements.
- E. The Respondent's verbal communication skills.

### **2.3 RFP RESPONSE GUIDELINES**

Responses to this RFP shall contain all data/information requested and shall conform to the format described in this RFP. It is the sole responsibility of the Respondent to provide all required data and any other information deemed necessary, for AUTHORITY to determine and verify the Respondent's ability to perform the tasks and activities defined in the PROJECT DELIVERABLES.

### **2.4 RFP RESPONSE CONTENT**

The RFP response shall contain the following documents in the order specified below. AUTHORITY will review each document for completeness, and each document will be considered a pass or fail based on AUTHORITY's review. RFP responses that fail to follow this format may be deemed non-responsive and rejected.

2.4.1 Cover Letter (Attachment 2). An individual authorized to bind the company contractually must sign the Cover Letter. The signed Cover Letter acknowledges that the company agrees to all the terms and conditions outlined in this RFP.

2.4.2 Table of Contents. A Table of Contents must list the response sections.

2.4.3 Approach and Methodologies. Include a response to the PROJECT DELIVERABLES identifying what activities will be undertaken to deliver the services and provide the task/deliverables.

- Outline and describe the methodology and strategies to accomplish the project objectives including any proposed tools.
- Draft task schedule including task dependencies and resource assignments.
- A point-by-point response to all tasks/deliverables included in the PROJECT DELIVERABLES of this RFP with an overview of intended deliverable and outcomes.

2.4.4 Signed Security and Confidentiality Statement. The Security and Confidentiality Statement (Attachment 4) must be signed by an individual authorized to bind the company contractually. Individual Security and Confidentiality Statement are required for each consultant staff before beginning work on this Contract, should a contract award be made.

2.4.5 Detailed Cost Worksheet. The Respondent shall include a detailed cost breakdown including all costs, and payment schedules based on agreed deliverables (Exhibit B-1).

## **2.5 ADMINISTRATIVE INFORMATION**

2.5.1 RFP and Response. The RFP and the Respondent's response will be incorporated by reference into the resulting Contract.

2.5.2 Public Records Act (PRA) Requests. Upon award, all documents submitted in response to this RFP will become the property of the AUTHORITY and will be regarded as public records under the California PRA (GC § 6250 et. seq.) and subject to review by the public.

2.5.3 Model Contract: Respondent is encouraged to review the designated contractual terms and conditions for an agreement with the Authority (Attachment 3).

2.5.4 Budget Detail & Payment Provisions. Information regarding payment processing provisions and budget details associated is described in Exhibit B.

## **Section 3: Vendor Qualifications**

The Vendor shall meet the following qualifications:

### **Mandatory Qualifications**

1) Minimum of two (2) years' experience developing and deploying business solutions for California County Assessors' operations for a minimum of 3 California Counties.

2) Minimum of two (2) years' experience deploying large-scale transformational system solutions with operational workflows, work queues, and business rules, for California County Assessors' operations.

3) At least two (2) public-facing websites or web-based applications that your company developed within the past five (5) years for government entities within the United States, with at least one (1) within the State of California (links to sites required).

#### **Section 4: Project Implementation & Administration TASKS/DELIVERABLES**

AUTHORITY and Contractor shall identify tasks within the scope of this contract, to be agreed upon and approved by AUTHORITY and shall be done utilizing workorder authorizations (WA).

All workorder authorizations shall be written to reflect agreed upon tasks, deliverables, and roles/responsibilities, and approved by the AUTHORITY Contract Administrator and the Contractor, with a copy sent to the AUTHORITY Project Manager, prior to work beginning. The final version of each task/deliverable shall be presented to the AUTHORITY Contract Administrator for review and approval or rejection. Work on a task or deliverable shall not begin unless workorder authorization has been obtained from AUTHORITY.

##### **4.1 CONTRACTOR REPORTING REQUIREMENTS**

The Contractor must submit bi-weekly written Contract Status Reports in MS Word format to the AUTHORITY Contract Administrator or as directed. The Contract Status Reports shall detail the current status and future activities of this contract. The Contract Status Reports are not considered deliverables under the terms of this contract. The Contract Status Reports shall include, but not limited to, the following information:

- a. A summary of the work completed during the reporting period, showing actual versus planned work.
- b. The tasks that are behind schedule, the overall impact on the contract, and the approach for remediation.
- c. The tasks are expected to be completed in the next reporting period.
- d. Escalations, as appropriate, relating to the Contractor's performance of tasks or any risks and issues.
- e. An accounting of Contractor's staff hours for the reporting period and for the contract to date (i.e., time sheets).
- f. Ad hoc reporting as required.

##### **4.2 PERFORMANCE**

AUTHORITY will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as part of this PROJECT DELIVERABLES or any WA. Should the work perform, or the products produced by the Contractor fail to meet the AUTHORITY conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- a. AUTHORITY will notify the Contractor in writing within five (5) Authority business days

after the Contractor completes each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services perform and/or the products produced by the Contractor. The costs related to rework of unacceptable work products shall not be borne by or billed to the AUTHORITY.

- b. The Contractor shall, within five (5) business days after initial problem notification, respond to AUTHORITY by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements and/or a provide a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the AUTHORITY's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, AUTHORITY shall pay all amounts due to the Contractor for all work accepted prior to termination commenced.
- c. Within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, AUTHORITY will notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If AUTHORITY rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) Authority business days of notification of rejection. Failure by the Contractor to respond to AUTHORITY's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, AUTHORITY shall pay all amounts due the Contractor for all work accepted before the termination commenced.
- d. AUTHORITY will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the contract. In the event of such termination, AUTHORITY shall pay all amounts due the Contractor for all work accepted before the termination commenced.

### **4.3 PROBLEM ESCALATION**

The parties acknowledge and agree that certain technical and project-related problems or issues may arise and that such matters shall be brought to AUTHORITY's attention. Problems or issues shall normally be reported in regular Contract Status Reports. However, there may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor shall determine the severity level and notify the appropriate AUTHORITY personnel. The AUTHORITY personnel notified, and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The AUTHORITY personnel to notify include, but are not limited to, the following:

First level:           TBD  
Second level:        TBD

### **4.4 CANCELLATION**

AUTHORITY may exercise its option to terminate the contract at any time within thirty (30) calendar days' prior written notice. In the event of such termination, AUTHORITY shall pay all amounts due to the Contractor for all work accepted before termination commenced.

#### 4.5 OTHER CONTRACT CONSIDERATIONS

- a. The Contractor shall act as the prime contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor shall also identify its subcontractor affiliation(s), as applicable.
- b. AUTHORITY reserves the right to approve all subcontractors before the subcontractor(s) perform any work.
- c. Nothing contained in this contract shall create any conceptual relationship between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to AUTHORITY for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them.
- d. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), the Contractor shall identify the amount paid to certified subcontractors on the Contractor's invoice(s).
- e. The Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to make payments to the Contractor. As a result, the Authority shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- f. Military and Veteran Code (MVC) § 999.5(d), 999.7(a) (SB 588), GC § 14841, and California Code of Regulations (CCR) § 1896.78(e) requires all Prime Contractor's that had a DVBE firm perform any element of work for a contract to report DVBE information.

Prime Contractors must maintain records supporting the information that they have made all payments to DVBE subcontractor(s). The Prime DVBE Subcontracting form can be located at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf> and the instructions are located at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Subcontractor-Report> Prime Contractors shall email completed forms to: [primeDVBE@Authority.ca.gov](mailto:primeDVBE@Authority.ca.gov).

End of RFP

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Payment for services performed under this contract shall be by Work Authorization fixed price per deliverable basis. It shall be AUTHORITY's determination as to whether a task/deliverable has been successfully completed and is acceptable. A signed work authorization acceptance document is required from the AUTHORITY Contract Administrator before processing an invoice for payment.
2. Invoices shall be submitted in triplicate and shall identify fixed fee charged for each task/deliverable. Invoices shall be submitted monthly, in arrears, identifying tasks/deliverable; however, invoices shall be due and payable, and payment shall be made, only after the AUTHORITY acceptance of completion of each deliverable under this contract.
3. The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the fixed fee, and **will not be paid separately** as part of this contract.
4. Submit your invoice using ONE of the following options referencing the Contract Number or AUTHORITY Order Number:
  - a. Send via U.S. Mail in **TRIPLICATE** to:  
California County Assessors' Information Technology Authority ADDRESS: TBD  
**OR**
  - b. Send electronically to: EMAIL - TBD
5. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the AUTHORITY shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
6. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the AUTHORITY shall have the option to either cancel this contract with no liability occurring to the AUTHORITY or offer a contract amendment to the Contractor to reflect the reduced amount.
7. Payment will be made within 45 days in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

**EXHIBIT B-1  
COST WORKSHEET**

The Contractor shall provide all labor, materials, and equipment necessary to provide the consulting services in accordance with the specifications described in the PROJECT SCOPE and DELIVERABLES, at the amounts specified below. Payment for services performed under this contract shall be by fixed fee by Workorder Authorization.

Deliverable	Description of Demonstration Element	Percentage of Overall Project	Fixed Fee Amount
			\$
			\$
			\$
			\$
			\$
			\$
Total Amount of Proposal:			\$

AUTHORITY requests a best estimate of any/all 'variable' costs associated with the PoV. Contractor shall comment on whether any of the following are included or not included in the proposal, including:

- o Compute Costs
- o Storage Costs
- o Data Transfer Costs
- o Database Costs
- o Licensing Costs
- o Other Costs

AUTHORITY seeks a total cost proposal. Authority will not be responsible for any costs above or outside of the contract. Any unforeseen, unanticipated, unknown costs to contractor to deliver the PoV to Authority will be the sole obligation and responsibility of Contractor.



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**ATTACHMENT 1**  
**BEST VALUE EVALUATION**

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All offers will be reviewed for responsiveness to the requirements of the RFP. If a response is missing required information, it may be deemed non-responsive. In addition to the response content identified in Section 7 of this RFP, the Selection Team will compare responsive offers based on the “best value” criteria in order of importance as described below. Further review is subject to the AUTHORITY’s discretion.

a. Approach and Methodologies.

Include a response to the PROJECT DELIVERABLES identifying what activities will be undertaken to deliver the services and provide the task/deliverables.

- (1) Outline and describe the methodology and strategies to accomplish the project objectives including any proposed tools.
- (2) Draft task schedule including task dependencies and resource assignments.
- (3) A point-by-point response to all tasks/deliverables included in the PROJECT DELIVERABLES (Exhibit A) of this RFP with an overview of intended deliverable and outcomes.

b. Completed Cost Worksheet (Exhibit B-1).

c. Interviews: To be conducted at the sole discretion of AUTHORITY.

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**ATTACHMENT 2  
COVER LETTER**

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The submission of this quote does not obligate the California County Assessors' Information Technology Authority (AUTHORITY) to fund the proposed contract. If the quote is approved for funding, a contract will be executed between AUTHORITY and the Contractor. When funding is authorized, the Contractor will be expected to adhere to the terms of the executed contract.

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions contained in the RFP.

The undersigned Contractor further states that it can meet and will adhere to all of the requirements, as outlined in the PROJECT DELIVERABLES.

1. Full Legal Name of the Contractor's Organization: \_\_\_\_\_

2. Mailing Address and contact information: \_\_\_\_\_

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Street	City	State	Zip
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Telephone	FAX	Email
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3. Federal Taxpayer Identification Number: \_\_\_\_\_

4. Principal who is authorized to bind the Contractor: \_\_\_\_\_

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Typed Name

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Title

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Original Signature

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Date

5. The Contractor's contact person shall be:

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Name

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Email and Phone Number

The Respondent offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items at the prices quoted and delivered to the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. By signing, with inclusion of the date of signature, the above signed Contractor DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE) The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct; (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct; and (3) If a claim is made as a Small Business or Disabled Veterans Business, the information set forth within is true and correct.

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**ATTACHMENT 3**  
**CONTRACT TERMS & CONDITIONS**

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**SOFTWARE AS A SERVICE AGREEMENT FOR \_\_\_\_\_**

This agreement (“Agreement”) is made and entered into between the California County Assessor’s Information Technology Authority (“Authority”) and \_\_\_\_\_ (“Contractor”) effective \_\_\_\_\_ (“Effective Date”). Authority and \_\_\_\_\_ may be referred to herein individually as a “Party” or collectively as the “Parties”.

**RECITALS**

WHEREAS, the Authority wishes to procure [insert short description of services required] (“Services”); and,

WHEREAS, on \_\_\_\_\_, the Authority issued a Request for Proposal for such Services in accordance with its procurement policies;

WHEREAS, on \_\_\_\_\_, the Authority selected Contractor as the highest scorer to provide such Services; and

WHEREAS, Contractor represents and warrants that it is qualified to provide the Software as a Service application to perform the Services required by Authority;

Now, THEREFORE, the Parties agree as follows:

**1. Term**

1.1 **Term.** The term of this Agreement shall commence on the Effective Date and expire on \_\_\_\_\_, unless earlier terminated in accordance with this Agreement. (“Term”).

**2. Pricing and Payment**

2.1 **Payment.** Authority shall pay Contractor for the Services set forth in Exhibit B (Pricing Schedule), upon approval of a properly presented invoice for Services. Payment shall be made “net-30” terms from the date of receipt of a complete invoice.

2.2 **Not to Exceed Amount.** The total compensation payable to Contractor for Services under this Agreement shall not exceed \_\_\_\_\_. In no event shall compensation to Contractor exceed this amount without a written amendment to this Agreement authorizing such increase in total compensation payable to Contractor.

2.3 **Non-appropriation.** The Authority may terminate this Agreement without penalty, liability or expense of any kind to Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

**3. SaaS Services**

**3.1 SaaS Licensed Software.** Subject to the terms and conditions of this Agreement, Contractor hereby grants Authority and authorized users a renewable, irrevocable, non-exclusive, royalty-free, and worldwide license to access, display, and use the \_\_\_\_\_ (“Software”) and SaaS Services during the Term of this Agreement and any renewals thereof, if any.

**3.2 Ownership.** Except for the license and other rights granted to Authority in this Agreement, Contractor retains all right, title and interest in and to the Software, Documentation and its proprietary information. “Documentation” means manuals and other published materials necessary or useful to the Authority in its use or maintenance of the Software and Services provided hereunder and includes online materials, virtual help, and help desk where available.

**3.3 Services.** During the Term of this Agreement, the Contractor will perform all of the services set forth in Exhibit A (Statement of Work) and shall provide support in accordance with Exhibit C (Service Level Agreement).

**3.4 Documentation.** The Contractor agrees to provide to Authority, at no charge, all Documentation, and updated versions thereof, which are necessary or useful to the Authority its use of the Software and Services hereunder. The Documentation will accurately and completely describe the functions and features of the Software and Services, including all subsequent revisions thereto. The Authority may make any number of additional copies of the Documentation at no additional charge.

**3.5 Subcontractors.** Contractor may not subcontract the Services or any portions thereof without the prior written approval of the Authority. If approved, Contractor is responsible for its subcontractors throughout the performance of the Services and shall be liable for all acts and omissions of such approved subcontractors. All approved subcontractors shall expressly agree to comply with the terms of this Agreement in the performance of the Services.

**3.6 Independent Contractor.** It is understood and agreed that the relationship between the Parties is an independent contractor relationship. Neither Party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including workers’ compensation benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the Parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

**3.7 Future Releases.** Unless otherwise specifically provided in Exhibit A, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any Software are developed by the Contractor, and are made available to other customers, they will be made available to the Authority at no additional cost only if such are made available to other customers at no additional cost.

#### **4. Insurance; Indemnity and Warranties**

**4.1 Insurance.** Contractor shall procure and maintain insurance in strict accordance with the Insurance Requirements as set forth in Exhibit E (Insurance Requirements) attached hereto and incorporated herein by reference.

##### **4.2 Indemnification.**

**4.2.1.** Contractor shall defend, indemnify and hold harmless the Authority, its board members, officers, directors, employees, agents, volunteers, and affiliates from any and all damages, costs and expenses, including attorneys’ fees, arising out of any third-party claims:

- (i) for damages for bodily injury (including death) or for damage to real property or tangible personal property resulting from, arising out of or otherwise related to the acts or

- omissions of Contractor or Contractor's employees, agents, and subcontractors (as well as any employees, agents, contractors, or subcontractors of those contractors or subcontractors) performing the Services ("Contractor Personnel");
- (ii) related to any duties or obligations of Contractor owed to a third party;
  - (iii) relating to a breach of the representations and warranties made by Contractor under this Agreement;
  - (iv) arising out of Contractor's violation of applicable laws in the performance of the Services.
  - (v) arising out of Security Incident or violation of Section 7 of this Agreement.

4.2.2 If a third party claims that a Deliverable (or any component of a Deliverable) or any item used by Contractor to provide the Services infringes that party's patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind, Contractor will defend the Authority, its board members, officers, directors, employees, agents, volunteers, and affiliates from any and all damages, costs and expenses, including attorneys' fees, arising out of or related to that claim, and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that the Authority (i) notify Contractor in writing of the claim; and (ii) allow Contractor to control, and reasonably cooperates with Contractor in the defense and any related settlement negotiations. "Deliverable" means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Agreement, including any such items furnished that are incidental to the provision of Services.

4.2.2.1 If a claim under Section 4.2.2 is made or appears likely to be made, or if any item used by Contractor to provide the Services becomes, or in Contractor's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Contractor shall, at its option: (i) replace the same without additional charge, by compatible, functionally equivalent and non-infringing product(s); (ii) modify such Deliverable, or component or part thereof, to avoid the claim or infringement and retain materially similar functionality; or (iii) obtain license(s) for Authority to continue use of such Deliverable, or component or part thereof, at no additional cost to Authority. If Contractor determines that none of these alternatives is reasonably available, Authority may terminate the Agreement, and Contractor will return all amounts paid under this Agreement (including taxes, freight, shipping and handling costs, and license fees).

4.2.2.2 Authority shall notify Contractor in writing upon receipt of any written claim or notice of any action giving rise to a claim for indemnification under this Section 4.2. Failure to so notify Contractor shall not relieve Contractor of its obligations under this Agreement except to the extent that the failure or delay is prejudicial. Within thirty (30) calendar days following receipt of such written notice, but in any event no later than ten (10) working days before the deadline for any responsive pleading, Contractor shall notify Authority in writing of its assumption of the defense.

4.2.2.3. Contractor shall have sole control over the defense and settlement of such claim or action; provided, however, that (i) the Authority shall be entitled to participate in the defense of such claim or action and to employ counsel at its own expense to assist in the handling of such claim or action, and (ii) Contractor shall notify the Authority in writing if Contractor intends to enter into any settlement of such claim or action and shall not enter into such settlement without the Authority's prior written consent, which consent shall not be unreasonably withheld.

4.2.2.4 If Contractor does not timely assume the defense of such a claim, the Authority may defend the claim or action in such a manner as it may deem appropriate, at Contractor's expense. The contractor shall promptly reimburse any and all costs and expenses of defense, including attorneys' fees, upon District's written request therefor.

4.2.2.5 Contractor will indemnify District against any losses (including attorneys' fees) incurred in connection with enforcement of this Section 4.2.

4.2.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 5. Warranties

5.1 **Warranty of Authority.** No Conflict. Each Party warrants to the other that it is authorized to enter into this Agreement and that its performance of the Agreement will not conflict with any other agreement.

### 5.2 Warranty of Performance.

5.2.1 Contractor warrants that when fully implemented, the Software to be configured and provided under this Agreement shall perform in accordance with the specifications applicable thereto and Exhibit A of this Agreement. With respect to all Services to be performed by Contractor under this Agreement, Contractor warrants that it will use reasonable care and skill. All Services shall be performed in a professional, competent, and timely manner by Contractor personnel appropriately qualified and trained to perform such Services.

5.2.2 Contractor represents and warrants that the Software and Services specified in this Agreement and all updates and improvements to the Software and Services will comply in all material respects with the specifications and representations specified in the Documentation (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) as set forth (i) herein or in any amendment hereto, and (ii) the updates thereto.

5.2.3 Contractor represents and warrants that it is the lawful owner or license holder of all Software and other materials and provided by Contractor in the performance of the Services contemplated hereunder and has the right to grant the Authority the licenses granted herein, and grant the Authority access to and use of the Software and Services and each component thereof.

5.2.4 In the event of a breach of the foregoing warranty relating to any service under this Agreement in Section 5.2.1 and 5.2.2 during the Term of the Agreement, the Authority's remedy (in addition to other remedies available under law and equity) and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re-perform, repair, replace, or refund fees paid for the Software and/or Services as appropriate, the Authority may terminate the Agreement and Contractor shall provide a pro rate refund of any prepaid fees.

5.3 **Third Party Warranties.** To the extent that it is legally able to do so, Contractor will pass through to Authority all warranties received from its suppliers (other than Contractor) of any component of any Software or Deliverable.

## 6. Termination

6.1 **Termination for Convenience.** The Authority may terminate this Agreement without cause and in its sole discretion at any time by giving the Contractor ninety (90) days' written notice of such termination.

6.2 **Termination for Cause.** If for any reason whatsoever Contractor fails to perform the Services under this Agreement, in a proper or timely manner, or if Contractor violates any covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies the Authority may have under this Agreement, at law or in equity, the Authority shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor. Such notice shall identify

the Default and the Agreement termination date. If Contractor notifies Authority of its intent to cure such Default prior to the specified termination date, and the Authority agrees that the specified Default is capable of being cured, the Authority may grant Contractor up to ten (10) additional days after the designated termination date to effectuate such cure.

**6.3 Effect of Termination.** In the event of a termination under this Section 6, Contractor shall immediately provide the Authority any and all work product and Deliverable prepared by Contractor as part of the Services. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by Authority as a result of the Default.

**6.4 Non-Waiver of Rights.** The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

## **7. Confidentiality and Data Privacy**

### **7.1 Definitions**

7.1.1 JPA Data means all information, data, content, material, Confidential Information, and other information provided by the Authority to Contractor, or otherwise transmitted or made available to Contractor in the course of the performance of this Agreement.

7.1.2 Confidential Information means any and all confidential information of the Authority and/or Authority's employees and third parties including Personally Identifiable Information. Confidential Information shall not include information (i) information independently developed by Contractor without the use of confidential information of the Authority; (ii) information that is or becomes publicly known through no wrongful act of Contractor or of any third party; and (iii) any information obtained by Contractor without an obligation of confidentiality from a third party who did not receive it directly or indirectly from the Authority.

7.1.3 Personally Identifiable Information (PII) means information that reveals a person's identity or can be used to trace a person's identity. PII include, but is not limited to, a person's social security number, driver's license information, state identification card, passport number, military identification number, financial account numbers, tax ID number, debit card number, credit card number, account log-in credentials, IP address, email address, phone number, home address, precise geolocation at a given time, biometric information, contents of email, contents of mail, contents of text messages, ethnic origin, racial origin, genetic data, medical information, health information, immigration status, philosophical beliefs, political opinions, religious beliefs, sexual orientation, union membership, or membership in any other private organization, in each case to which a person has a reasonable expectation of confidentiality or privacy.

### **7.2 Access and Use of Authority Information**

7.2.1 Confidential Information is and will remain the exclusive property of the Authority, its employees, its licensors, or disclosing third parties, as applicable. Contractor shall not sell, assign or otherwise disclose any Confidential Information to third parties, nor shall it use Confidential Information for any commercial purposes.

7.2.2 Contractor and its personnel, employees, contractors, representatives, and agents ("Contractor Personnel") shall not use Confidential Information for any other purpose than to the extent necessary to perform its duties under this Agreement. Contractor will disclose Confidential Information only to Contractor

Personnel with a need to access such information as a necessary part of the performance of the Agreement.

7.2.3 Contractor shall not directly or indirectly, allow access to or disclose any Confidential Information to any third party without Authority's prior written consent.

7.2.4 Contractor shall require all Contractor Personnel to comply with all applicable laws relating to the access, use and disclosure of Confidential Information, and shall contractually require its contractors to comply with the provisions of this Section 7.

**7.3 Return of Data.** Upon termination of the Agreement or upon request from the Authority, Contractor shall, at no cost to the Authority, promptly return to the Authority all Confidential Information and delete copies of Confidential Information in its possession or control. Contractor shall provide the Authority with a Certificate of Destruction within 30 days of the destruction of Confidential Information.

**7.4 Security.** Contractor will store and process JPA Data in accordance with commercial best practices. Contractor will protect all Confidential Information from unauthorized use or disclosure to the same extent and with at least the same degree of care Contractor uses to protect its own confidential or proprietary information, but in no event using less than a reasonable degree of care.

7.4.1 JPA Data shall not be stored outside the United States without prior written consent of the Authority.

7.4.2 Contractor shall utilize commercially reasonable efforts to guard against the unauthorized access, alteration, or corruption of JPA Data.

7.4.3 Contractor shall use the most current version of antivirus and virus detection software and shall keep all virus definition files up to date.

7.4.4 Contractor shall not directly or indirectly insert or include or permit any third party to insert or include any virus into any deliverable to be provided under this Agreement or Authority's information technology system. In the event a virus is introduced into the Authority's information technology system by Contractor or any third party as a result of Contractor's acts or omissions, Contractor will be liable for all resulting damages, including loss of JPA Data.

7.4.5 Contractor shall and shall ensure that its suppliers and subcontractors apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to JPA Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

**7.5 Deletion or Destruction of Data.** Contractor will not delete or destroy any JPA Data without prior written authorization from the Authority or as provided in this Agreement. In the event any JPA Data is lost or destroyed due to any act or omission of Contractor, including any breach of this Section 7, Contractor will be liable for all resulting damages, including loss of JPA Data.

**7.6 Unauthorized Access.** In the event of any unauthorized access, use or attempted access and use of Confidential Information by any person or entity ("Unauthorized Incident"), Contractor shall (i) promptly notify the Authority of the Unauthorized Incident; (ii) promptly provide the Authority with details of the Unauthorized Incident; (iii) assist the Authority in investigating the Unauthorized Incident; and (iv) cooperate with the Authority in any litigation or investigation against third parties related to such Unauthorized Incident.

**7.7 Data Breach.** In the event of an unauthorized use or disclosure of PII in contravention of this Agreement ("Data Breach").



7.7.1 Contractor will report to Authority each known Data Breach. Contractor shall report the Data Breach via telephone call to \_\_\_\_\_ as soon as possible but no later than twenty-four (24) hours after Contractor becomes aware of the Data Breach. Contractor shall provide a written report regarding the Data Breach no later than five (5) days after the date on which Contractor became aware of the Data Breach.

7.7.2 The written report of the Data Breach shall include:

- (1) the date or estimated date range of the Data Breach;
- (2) a general description of the Data Breach;
- (3) the number of persons whose PII has been, or is reasonably believed to have been, accessed;
- (4) to the extent possible, the identities of the persons whose PII have been, or is reasonably believed to have been, accessed, used or disclosed;
- (5) the types of PII that were accessed, used or disclosed;
- (6) the efforts made by Contractor to investigate the Data Breach, mitigate potential harm to the affected persons, and prevent further breaches;
- (7) Whether a law enforcement investigation delayed notification of the Data Breach;
- (8) Whether Contractor notified the affected persons, and offered mitigation services including identity theft prevention to such affected persons, including any instructions to protect themselves against potential harm resulting from the Data Breach.

7.7.3 Contractor shall supplement the written report with additional information about the Data Breach as it becomes aware of additional information.

7.7.4 To the extent that any applicable law requires that the affected persons or any governmental agencies be notified of the Data Breach, Contractor shall be responsible for and bear the cost and expense for:

- (i) if permitted under law, providing such notices to affected persons or governmental authorities containing the information required by applicable law, subject to Authority's approval and review;
- (ii) conducting and/or providing any forensic and security review and audit in connection with the Data Breach;
- (iii) providing remediation services and other reasonable assistance to affected persons as required by law;
- (iv) reasonably cooperating with the Authority in responding to the Data Breach.

**7.8 Termination for Breach of Section 7.** In the event of Contractor's breach of this Section 7, the Authority may terminate this Agreement effective immediately and Contractor shall not be afforded the opportunity to cure.

## **8. Miscellaneous**

**8.1 Government Code Claim Requirement.** No suit for money or damages may be brought against the Authority until a written claim thereof has been presented to and rejected by the Authority in conformity with the provisions of California Government Code Section 900, et seq.

**8.2 Applicable Law and Venue.** The provisions of this Agreement shall be construed in accordance with the laws of the State of California, excluding its conflicts of law provisions. All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law) courts located in the county of Sacramento, State of California.

**8.3 Entire Agreement.** This Agreement, including all attachments, which are hereby incorporated in this Agreement, supersedes any and all other agreements, promises, negotiations or representations, either oral or written, between the parties with respect to the subject matter and period governed by this

Agreement and no other agreement, statement or promise relating to this Agreement shall be binding or valid.

**8.4 Force Majeure.** Each party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond the reasonable control of such party, including, without limitation, acts of God, war, or action of a governmental entity; provided that the affected party provides the other party with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

**8.5 Assignment.** A party may not sell, assign, transfer, or otherwise convey this Agreement without the prior express written consent of the other party. Any attempted assignment of this Agreement not in accordance with this Section 8.5 shall be null and void.

**8.6 Compliance with Laws.** In its performance of the services, and for any and all actions or omissions related to or in furtherance of this Agreement, Contractor shall comply with any and all applicable federal, state, and local laws including the California Information Practices Act (Civil Code sections 1798 et seq.)

**8.7 Name and Logo.** Contractor shall not use the Authority's name or logo for any purposes other than providing services under the Agreement, without the Authority's written consent.

**8.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

**8.9 Order of Precedence.** Contractor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the RFP, and Contractor's proposal dated \_\_\_\_\_. The RFP and Contractor's proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Contractor's proposal.

**ASSESSORS JPA**

*Approved By:*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

**[CONTRACTOR]**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

\_\_\_\_\_  
Date

Exhibit A: PROJECT DELIVERABLES

Exhibit B: Pricing Schedule

Exhibit C: Service Level Agreement

Exhibit D: Disaster Recovery Plan

Exhibit E: Insurance Requirements

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**ATTACHMENT 4**  
**SECURITY AND CONFIDENTIALITY STATEMENT**

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As an authorized representative and / or corporate officer of the company named below, I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California County Assessors' Information Technology Authority, or its affiliated agencies is considered sensitive and / or confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information, including information concerning the planning, processes, development or procedures of the Project, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the AUTHORITY has on file a Security and Confidentiality agreement signed by the other persons, and the disclosure is authorized and necessary for the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of project information.

All materials provided for this Project, except where explicitly approved will be promptly returned or destroyed, as instructed by an authorized AUTHORITY representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction which documents the destruction procedures must be sent to the contract manager at the AUTHORITY before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and / or electronically destroyed within five (5) calendar days immediately following either the end of the contract period or the final payment, as determined by the AUTHORITY.

All personnel assigned to this project shall be provided a Security and Confidentiality Statement and will be expected to sign and return it to the AUTHORITY Project Manager before beginning work on this project.

REPRESENTATIVE NAME	TITLE	PHONE NUMBER
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COMPANY NAME

STREET ADDRESS

CITY	STATE	ZIP CODE
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\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE